

**AB 118: HYBRID OFF-ROAD EQUIPMENT PILOT PROJECT  
DEPLOYMENT ELEMENT**

**Equipment Purchaser/Fleet Terms and Conditions**

On behalf of \_\_\_\_\_ (Purchaser/Fleet Name), I agree to the following Hybrid Off-Road Equipment Pilot Project Terms and Conditions:

1. I agree to maintain project equipment insurance as required by law.
2. I agree to never modify project equipment's emission control system, engine software calibrations, or hybrid system, unless it is manufacturer-authorized, and the Air Resources Board (ARB) is notified in writing prior to such modification.
3. I agree to retain ownership of project equipment for three years from date of purchase unless given prior written approval to sell the vehicle by ARB, and to operate this equipment 100 percent in California for this three year period.
4. I agree to return annual usage surveys for three years, as requested by ARB.
5. I agree to keep (or maintain access to) project equipment's purchase and lease records (if applicable) for at least three years from equipment original purchase date, and to make these records available to ARB or its designee, if requested. These records may include, but are not limited to, equipment invoice, lease agreement, proof of purchase, and payment information, and related bank records.
6. I agree to have project equipment available for follow-up inspection by ARB or its designee, if requested, for up to three years from the original purchase date.
7. I agree to meet all applicable requirements of the Hybrid Off-Road Equipment Pilot Project Implementation Manual.
8. Noncompliance with project requirements may lead to recapturing voucher funds, among other remedies. ARB may disqualify an equipment purchaser from Hybrid Off-Road Equipment Pilot Project participation and seek other remedies as available under the law for noncompliance with these Terms and Conditions.

I certify under penalty of perjury that all information provided on this attachment is true and correct.

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|------------------------------------|---------------------------|
| Purchaser Name:                    | Purchaser Street Address: |
| Printed Name of Responsible Party: | Title:                    |
| Responsible Party Phone No.        | Responsible Party E-mail: |
| Signature of Responsible Party:    | Date:                     |